RM 104

10/09/07 11:56:43 BK 2,801 PG 647 DESOTO COUNTY, MS ₩.E. DAVIS, CH CLERK

## TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed heretofore recorded in the Register's Office of <u>DeSoto</u> County, <u>Mississippi</u>, certain real property was conveyed by the hereinafter grantor(s), to Peggy St. John, Trustee(s) to the real estate described therein for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed(s) and;

WHEREAS, All of the notes described in and secured by said trust deed(s) have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed(s) and

WHEREAS, Said trust deed(s) are briefly described as follows, to wit:

GRANTOR: Faith H. Wilson aka Faith H. Carter

DATE OF INSTRUMENT: Dec. 5, 2006 Book 2628 PAGE 492-496, Recorded 12/20/06

INSTRUMENT NUMBER: N/A

DESCRIPTION OF PROPERTY: Lot 85, part 5, Summerwood Subdivision, Section 22, Township 1

South, Range 7 West

PROPERTY ADDRESS:

8165 Summerwood Lane Olive Branch MS 38654

NOW THEREFORE, In consideration of the premises the undersigned, FEDEX EMPLOYEES CREDIT ASSOCIATION, FCU, (Formerly known as FEC Credit Association, FCU), as legal owner and holders of the notes secured by said trust deed(s) acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed(s), and to this end quit claim(s) and covey(s) unto said grantor(s), their heirs and assigns all its right, title and interest in and to the real estate described in said trust deed(s), to which references is made for a particular description of said property.

The undersigned, FEDEX EMPLOYEES CREDIT ASSOCIATION, FCU, (Formerly known as FEC Credit Association, FCU), covenants with the said grantor(s) that undersigned is the legal owner(s) and holder(s) of the notes described in and secured by said trust deed(s), and that undersigned has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF, the said FEDEX EMPLOYEES CREDIT ASSOCIATION, FCU, (Formerly known as FEC Credit Association, FCU), has hereunto set its hand(s) (or caused its corporate name to the signed hereto by and through its proper officers duly authorized so to do) this the 3 day of October, 2007.

FEDEX EMPLOYEES CREDIT ASSOCIATION, FCU TITLE: CEO

STATE OF TENNESSEE, COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared PEGGY ST. JOHN, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged herself to be the CEO of FEDEX EMPLOYEES CREDIT ASSOCIATION, FCU, (Formerly known as FEC Credit Association, FCU), the within named bargainer, a corporation, and that she as such officer, executed the forgoing instrument for the purposes therein contained by signing the name of the corporation by herself as officer.

WITNESS my hand and official seal at office this 3 day of Oct, 2007.

My commission expires: 03-25-08 Notary Public

PREPARED BY & RETURN TO:

FEDEX EMPLOYEES CREDIT ASSOCIATION, FCU 8115 Country Village Dr Cordova, TN 38016

RECORDING INFORMATION:

Wilson/12584000 HELDAN/THE

N 12/20/06 1: 46:06 BK 2,628 PG 492 DESOTO COUNTY, MS W-E. DAVIS, CH CLERK

PREPARED BY: |2-15-06/LO2-FEDEX Employees Credit Assoc. 8115 Country Village Drive Cordova TN 38016 901 368 3 368 WHEN RECORDED, MAIL TO:

WHEN RECORDED, MAIL TO: FEDEX Employees Credit Assoc. 8115 Country Village Drive Cordova TN 38016

## DEED OF TRUST

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THIS DEED OF TRUST is made this 5, among the Grantor, Faith H, Wilson	A/K/A Faith H. Carter, married
Pagen C4 Taba area	n "Borrower"),
Peggy St. John, CEO	(herein "Trustee"), and the Beneficiary,
FEDEX Employees Credit Assoc.	. a corporation organized and
existing under the laws of Tennessee	
whose address is 8115 Country Villag	e Drive
Cordova TN 38016	(herein "Lender").
20000000	•
grants and conveys to Trustee, in trust, with power of sal DeSoto	s herein recited and the trust herein created, irrevocably e, the following described property located in the County of , State of Mississippi:
Lot 85, Part 5, Summerwood Subdivision, Range 7 West, DeSoto County, Mississipp book 23, pages 15-18 in the Ofice of the Mississippi.	situated in Section 22, Township 1 South, 1, as per plat thereof recorded in plat e Chancery Clerk of DeSoto County,
This being the same property conveyed to Carter and Faith H. Carter by deed dated 7. 1998 in book 344, page 180 recorded to DeSoto County, Mississippi.	November 30, 1998 recorded Describes
Parcel NO. 1075-2206.0-00085	
which has the address of 8165 Summerwood Lane	Olive Branch (Chy)
Mississippi38654 (herein "Pror	perty Address");
[Zip Code]	
HA	G⊫1 FMS۶۰٫₄
170.17	7-2154

BK 2,628 PG 496

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing

indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

21. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR **MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

	faith 4 Wilson	/O II
	Faith H. Wilson	(Seal) - Borrowe
	Gerald Wilson	(Seal) - Borrowei
STATE OF MISSISSIPPI,	County ss:	
On this30** day of	nty and State, the within named Faith	who polypourlodeed
Given under my hand and seal of office.		
My Commission expires:	a stall	
My Commission expires by Jan 12, 2010	BARRY Robert Greenber	 ?9

MESSE NOTARY FOR COUNTY

Return To: Real Estate Loan Services 5727 Summer Trees, Suite 5 Memphis, TN 38134

FAGE 5